



Oregon

John A. Kitzhaber, M.D., Governor

Department of Environmental Quality

811 SW Sixth Avenue
Portland, OR 97204-1390
(503) 229-5696
TDD (503) 229-6993

October 6, 1999

Mr. Robert Phillip
President
Crawford Street Corporation
3200 N.W. Yeon Street
Portland, Oregon 97210

*duplicate
original
mailed 11-8-99
cc: Mat Cusma
ROSS R. JOHNS*

SUBJECT: Voluntary Cleanup Letter Agreement

Dear Mr. Phillip:

This letter serves as an agreement between the Oregon Department of Environmental Quality (DEQ) and Crawford Street Corporation for performance of a preliminary assessment with sampling regarding hazardous substances at your property located at: 8424 N. Crawford Street in Portland, Oregon.

You agree to perform a preliminary assessment and submit it to DEQ within 30 business days of your execution of this Letter Agreement. The preliminary assessment will provide the information described in DEQ guidance for the completion of a preliminary assessment and a proposed sampling program. DEQ will review documents submitted by you or on your behalf regarding the preliminary assessment and investigation of the above referenced site.

A sub-account of the Hazardous Substances Remedial Action Fund has been established to be drawn upon by DEQ as project costs are incurred. When you have signed this letter agreement, you will be invoiced monthly for DEQ project costs, including the costs of preparing the DEQ strategy recommendation and any ongoing review and oversight costs. You will pay DEQ invoices within 30 days of receipt. A sample invoice is attached.

DEQ project costs will include direct costs and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the DEQ and of the Waste Management and Cleanup Division (WMCD) allocable to DEQ oversight of this Letter Agreement which are not charged as direct, site-specific costs. Review and oversight costs shall not include any unreasonable costs or costs not otherwise recoverable by DEQ under ORS 465.255.

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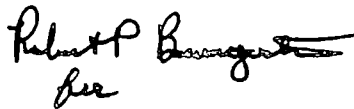
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This Letter Agreement is not and shall not be construed as an admission by Crawford Street Corporation of any liability under ORS 465.255 or any other law or as a waiver of any defense to such liability. This Letter Agreement is not and shall not be construed as a waiver, release or settlement of claims DEQ may have against Crawford Street Corporation or any other person or as a waiver of any enforcement authority DEQ may have with respect to Crawford Street Corporation or the property. Upon DEQ's request and as necessary to oversight of your work under this Letter Agreement, Crawford Street Corporation shall provide DEQ with data and records related to investigation and cleanup activities at the property, excluding any privileged documents identified as such by you.

Following execution of the letter agreement, a DEQ Project Manager will be assigned for the review of the preliminary assessment and oversight of investigation activities associated with your property.

DEQ looks forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Mullane", with a stylized flourish at the end.

Neil Mullane
Administrator
Northwest Region

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If the terms of this Letter Agreement are acceptable to Crawford Street Corporation, please have it executed by an authorized representative in the space provided below and returned to us.

Accepted and agreed to this 8th day of November, 1999. **

By: X 
Barry A. Rosen

Title: Vice President

Attachment

** Crawford Street Corporation will perform such preliminary assessment activities and reimburse Oregon DEQ for such costs as Oregon DEQ has a statutory right to require from it under the Environmental Cleanup Law, Oregon Revised Statutes 465.200 et seq. Crawford Street Corporation notes that: (1) DEQ's Strategy Recommendation concludes that it has insufficient information to propose adding the site to DEQ's confirmed Release List or Inventory, and DEQ's October 8, 1999 letter states that DEQ is unable to determine whether hazardous substances have been released or are threaten to be released from the subject property; and (2) DEQ's Strategy Recommendation (which contains several factual inaccuracies) refers to historical dock activities, which have not occurred during the time period of Crawford Street Corporation's ownership of the property. Crawford Street Corporation reserves the right to withdraw from this voluntary agreement upon ten days notice to Oregon DEQ.